

EXHIBIT 4



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July 25, 2022

VIA EMAIL

Travis Varney
Project Manager
Hensel Phelps
TR026 Samford Rd
Fort George G. Meade MD, 20755

RE: Parkinson Demand for Payment of Outstanding Balance; Gravity Axis Warehouse

Dear Mr. Varney:

This law firm represents Parkinson Construction Company (“Parkinson”) in connection with Hensel Phelps’ non-payment on the above-referenced Project. On March 9, 2021, Hensel Phelps entered into a subcontract agreement with Parkinson (“Subcontract”) wherein Parkinson agreed to perform certain masonry work for the lump sum of \$755,000.00. Hensel Phelps has failed to issue and/or negotiate additional change orders to Parkinson.

Parkinson has completed its work under the Subcontract, but to date has only received payment in the amount of \$257,797.00. Despite repeated demands for payment, Hensel Phelps has ignored its obligations under the Prompt Payment Act and refused to properly compensate Parkinson for the labor and material provided in furtherance of the project. Hensel Phelps’ only justification thus far is a set of entirely unjustified and unsupported backcharges that are both inadequately supported and wholly without merit. Notably, Hensel Phelps’ notices of withholding to Parkinson do not comply with FAR 52.232-27(g) and do not copy the Contracting Officer as required. Parkinson also questions whether Hensel Phelps is in violation of FAR 52.232-27(h), which prohibits requesting payment from the government for amounts withheld from a subcontractor.

Parkinson hereby demands payment in the amount of \$497,203.00 within five (5) business days of receipt of this letter. While Parkinson prefers to resolve this matter without resorting to litigation, it is a small business contractor and can no longer sit back and finance

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Travis Varney
July 25, 2022
Page 2

Hensel Phelps' performance on this project. Accordingly, if Hensel Phelps fails to make payment within five (5) business days, Parkinson will be forced to avail itself of its rights under the Miller Act.

In this regard, Parkinson immediately demands a copy of the payment bond provided by Hensel Phelps to the government. Should Hensel Phelps delay or otherwise refuse to provide a copy of the payment bond for this project, we will contact the Contracting Officer to provide notice of non-payment and request a copy of the payment bond directly pursuant to Parkinson's rights under FAR 28.106-6.

Should you have any questions regarding Parkinson's position, please do not hesitate to contact me at (202) 461-3105.

Sincerely,

Sean Milani-nia

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